REMARKS

This application has been carefully considered in connection with the Examiner's Final Office Action dated December 1, 2006. Reconsideration and allowance are respectfully requested in view of the following.

Summary of Rejections

Claims 1-35 were pending at the time of the Final Office Action.

Claims 1-35 were rejected under 35 USC § 103(a) as being unpatentable over Suaez (U.S. Patent No. 5,790,789).

Summary of Response

No claims were amended.

Claims 1-35 remain as originally submitted.

Remarks and Arguments are provided below.

Summary of Claims Pending

Claims 1-35 are currently pending following this response.

Interview on January 5, 2007

Applicant thanks Examiner Winter for his time in conducting an interview on January 8, 2007. In the interview, Examiner Winter discussed his interpretation of the Suarez reference and in particular the interpretation of Suarez's disclosure of modifying the content of a message to read on the claim limitation of transforming data from the

format of the front-office applications to a common data format. Applicant presented arguments against this interpretation of the Suarez reference. In particular, Applicant argued that changing the content of a message is not disclosure of changing a format of the message. Further, Applicant argued that Suarez's disclosure that communication is facilitated through messaging where the messages have a well-defined format precludes the need to transform the format of data as recited in the claims since it is already in a well-defined format. Examiner Winter indicated that upon filing a response he would further consider these arguments. A detailed explanation of these and other arguments follows.

Response to Rejections under Section 103

In the Final Office Action dated December 1, 2006, Claims 1-35 were rejected under 35 USC § 103(a) as being unpatentable over Suarez (U.S. Patent No. 5,790,789).

The instant disclosure is directed to a client-server-type three-tier network. In particular, front-office applications are provided access to back-office systems through an enterprise integration layer (middleware). In the instant disclosure the enterprise integration layer comprises client access interfaces for communicating with the front-office applications, a business object server to manipulate business objects, and a set of adapters to transform business objects into requests in the back-office systems. Also in the instant disclosure is a messaging system coupled to the enterprise integration layer that automatically makes computing applications aware of business events.

Suarez discloses a peer-to-peer-type network that uses intelligent agents to direct messages to/from services. This network architecture allows for services to cooperatively perform tasks through messaging controlled by the intelligent agents. Suarez further discloses a list of reasons for why not to use a client-server-type network architecture on column 2, line 36 – column 4, line 35.

I.   Suarez does not disclose a set of client access interfaces that transform data from a format of the front-office to a common data format.

The Final Office Action relied on column 9, lines 14-39 of Suarez to teach these limitations. In the cited section of Suarez, a description of agents and their functionality is described. In particular, agents are described to "provide both interconnectivity and services on behalf of a user or another agent" wherein, "the agent assumes a dynamic behavior tailored to the service it provides, the process flows incorporated within the computing environment, the physical attributes of the computing environment into which it is incorporated, and specific tasks to be accomplished". Also, as noted in the Final Office Action, Suarez discloses that "agents represent a standard architecture which facilitates cooperation and collaboration between agents associated with different hosts and various services".

Based on the above cited disclosure, the Final Office Action stated that "in order for collaboration to occur, data must be transferred in a common format". Applicant agrees, and notes the disclosure of Suarez in column 8, lines 40-51. Suarez specifically discloses that communication between services (i.e., using agents) is facilitated through messaging where the messages have a well-defined format. Due to the well-defined format of the communication there is no disclosure of or necessity to

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transform the format of data for enabling the communication. Suarez provides a detailed discussion of the process for communicating between services in column 11, lines 15-43. As noted by the Final Office Action, while there is disclosure of modifying the content of a message (i.e., adding language to the message, change addressees, encrypt the message and provide further manipulations of the message) there is no discussion of transformation of data formats in this discussion.

The additionally cited disclosure of column 25, line 32-42 does provide disclosure of changing the content of messages, but does not provide disclosure of transforming data formats as required by the claims. Further, the citation of column 34, lines 52-67 additionally supports Applicant's position through disclosure that the "communication between services is accomplished through commonly utilized Messaging facilities within each service".

Similarly there is no teaching or suggestion of transforming business objects created by the business object server into data requests compatible with a back-office system as required by the claims. Also, while Suarez does disclose message manipulation there is no disclosure of transforming business objects. The instant disclosure clearly distinguishes between messages (note paragraph 41 of the instant disclosure) and business objects (note paragraphs 0048-0050 of the instant disclosure).

II.   Suarez does not disclose a business object server coupled to the client access interfaces that performs object assembly and disassembly, caching and synchronization, and service invocation functions.

The Final Office Action relied on column 12, lines 47-64 to teach these limitations. The cited section discloses that a need exists to maintain information about

the existence of services, agents, and other objects in the computing environment through a registration process. There is no disclosure of performing object assembly and disassembly, caching and synchronization, and service invocation functions as required by the claims. Note paragraphs 0048-0050 of the instant disclosure for a discussion of business objects, and in particular to the discussion of object assembly and disassembly, caching and synchronization, and service invocation functions in paragraph 0049.

In the interview the Examiner indicated that the limitations that the server "performs object assembly and disassembly, caching and synchronization, and service invocation functions" is an intended use of the claimed business object server and as such is afforded no patentable weight. MPEP 707.07(f) form paragraph 7.37.09 states that "the claimed invention must result in a structural difference between the claimed invention and the prior art". Applicant asserts that the definition of the operations performed by the business object server further defines the structure of the server. Assuming arguendo, Applicant notes that the section of the MPEP cited above further requires that the prior art structure is capable of performing the intended use. Applicant asserts that the storage disk relied on in the disclosure on column 12, lines 47-64 is not capable of performing "object assembly and disassembly, caching and synchronization, and service invocation functions" as required by the claims. Rather, a storage disk is only capable of reading data from and writing data to the storage disk.

Further, Suarez does not provide any disclosure of a server, since Suarez's network architecture is a peer-to-peer-type network. The only discussion of servers in

Suarez is in the background where Suarez discloses the disadvantages of a client-server network architecture.

III.   Terms in the claims must be afforded their art-recognized accepted meaning consistent with applicant's use of the term.

MPEP 2173.05(a)(III) states:

"In applying the prior art, the claims should be construed to encompass all definitions that are consistent with applicant's use of the term. See *Tex. Digital Sys., Inc. v. Telegenix, Inc.*, 308 F.3d 1193, 1202, 64 USPQ2d 1812, 1818 (Fed. Cir. 2002). It is appropriate to compare the meaning of terms given in technical dictionaries in order to ascertain the accepted meaning of a term in the art. In re Barr, 444 F.2d 588, 170 USPQ 330 (CCPA 1971). >See also MPEP § 2111.01.<"

It is improper for the Final Office Action to interpret the claimed "business object **server**" (emphasis added) as being taught by a storage disk. A server and a storage disk have two distinct accepted meanings as would be recognized by one skilled in the art. Further, the interpretation of a storage disk reading on a limitation of a server is inconsistent with the use of the term "server" in the present disclosure.

Similarly, the terms "front office applications" and "back-office system" are terms of the art as would be recognized by one skilled in the art. These terms are specifically used in the claims to further define the structural architecture of the claimed system. One skilled in the art will recognize that the claimed architecture is directed to a client-server architecture where front-office (sometimes referred to as a front-end or client-side) applications issue requests for data or services to a back-office (sometimes referred to as back-end or server-side) system. As recited in the claims, these requests are made through an integration layer (sometimes referred to as middleware). As noted previously, Suarez discloses a peer-to-peer-type architecture and specifically discloses

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a list of reasons for why not to use a client-server-type architecture on column 2, line 36 – column 4, line 35. Applicant asserts that it is improper to reject the client-server-type architecture defined in the claims with disclosure of a peer-to-peer-type architecture that is inconsistent with claims.

Claims 1, 11, 21, and 31 each contain limitations similar to those described above. As such, Suarez does not disclose the claimed limitations of claims 1, 11, 21, and 31 for at least the reasons detailed in I-III above.

Claims 2-9, 12-20, 21-30, and 32-35 depend from claims 1, 11, 21, and 31, respectively. As such, Suarez does not disclose the limitations recited in each of these claims for at least the reasons detailed in I-III above.

Conclusion

Applicant respectfully submits that the present application is in condition for allowance for the reasons stated above. If the Examiner has any questions or comments or otherwise feels it would be helpful in expediting the application, he is encouraged to telephone the undersigned at (972) 731-2288.

The Commissioner is hereby authorized to charge payment of any further fees associated with any of the foregoing papers submitted herewith, or to credit any overpayment thereof, to Deposit Account No. 21-0765, Sprint.

Respectfully submitted,

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